

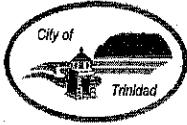
Posted: Friday, September 03, 2015

## NOTICE AND CALL OF A REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold a regular meeting on  
**WEDNESDAY, SEPTEMBER 09, 2015 at 6:00 PM**

**CLOSED SESSION BEGINS AT 5:30PM**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION**
  1. Existing/Pending Litigation against the City of Trinidad, Government Code section 54956.9(b) and/or section 54956.95, In the matter of Frame vs. the City of Trinidad et al.
- IV. **APPROVAL OF AGENDA**
- V. **APPROVAL OF MINUTES** – *No minutes to approve.*
- VI. **COUNCIL MEMBER REPORTS, COMMITTEE ASSIGNMENTS**
- VII. **STAFF REPORTS**
- VIII. **ITEMS FROM THE FLOOR**  
*(Three (3) minute limit per Speaker unless Council approves request for extended time.)*
- IX. **CONSENT AGENDA**
  1. Financial Status Reports for July 2015.
  2. Law Enforcement Report August 2015
  3. Declare Public Works Ford 1995 F-150 Surplus and Authorize Staff to dispose of the vehicle at fair market value.
  4. Approve Agreement with Streamline Planning Consultants for Implementation of the Clean Beaches Initiative Grant Program.
  5. Water Efficient Landscape Ordinance Introduction
  6. Authorize Support Letter for SB 593, "The Thriving Communities and Sharing Economies Act"
- IX. **DISCUSSION/ACTION AGENDA ITEMS**
  1. Award Presentation in Recognition of Quality Community Design.
  2. Discussion/Decision regarding Vacation Dwelling Unit Committee Recommendations and Provide Direction to Staff Regarding a Potential Cap on the Number of VDUs in Trinidad.
- X. **ADJOURNMENT**



## **CONSENT AGENDA ITEM 1**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    8 PAGES**

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1.    Financial Status Reports for July 2015.

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Revenue  
From 7/1/2015 Through 7/31/2015

	Current Month	Year to Date	Total Budget - Original	% of Budge
Revenue				
41010	0.00	0.00	91,500.00	100.00)%
41020	0.00	0.00	3,300.00	100.00)%
41040	0.00	0.00	50.00	100.00)%
41050	0.00	0.00	900.00	100.00)%
41060	0.00	0.00	200.00	100.00)%
41071	0.00	0.00	1,000.00	100.00)%
41110	0.00	0.00	1,300.00	100.00)%
41130	0.00	0.00	1,600.00	100.00)%
41140	0.00	0.00	1,200.00	100.00)%
41190	0.00	0.00	(2,420.00)	100.00)%
41200	0.00	0.00	(1,200.00)	100.00)%
41210	0.00	0.00	27,500.00	100.00)%
41220	0.00	0.00	28,000.00	100.00)%
42000	0.00	0.00	200,000.00	100.00)%
43000	10,070.18	10,070.18	120,000.00	(91.61)%
43100	2,017.91	2,017.91	0.00	0.00)%
53010	0.00	0.00	30.00	100.00)%
53020	140.94	140.94	6,000.00	(97.65)%
53090	12,648.90	12,648.90	1,000.00	,164.89)%
54020	0.00	0.00	6,000.00	100.00)%
54050	903.75	903.75	7,000.00	(87.09)%
54100	0.00	0.00	200.00	100.00)%
54150	5,107.00	5,107.00	11,500.00	(55.59)%
54300	0.00	0.00	400.00	100.00)%
56400	2,058.56	2,058.56	23,000.00	(91.05)%
56500	0.00	0.00	5,125.00	100.00)%
56550	0.00	0.00	9,500.00	100.00)%
56650	0.00	0.00	3,800.00	100.00)%
56700	450.00	450.00	5,000.00	(91.00)%
59999	0.00	0.00	30,000.00	100.00)%
Total Revenue	33,397.24	33,397.24	581,485.00	(94.26)%

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
201 - GFAdmin  
From 7/1/2015 Through 7/31/2015

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
60900	HONORARIUMS	250.00	250.00	3,000.00	91.67%
61000	EMPLOYEE GROSS WAGE	6,244.69	6,244.69	112,705.00	94.46%
61470	FRINGE BENEFITS	69.24	69.24	600.00	88.46%
65100	DEFERRED RETIREMENT	298.72	298.72	4,941.00	93.95%
65200	MEDICAL INSURANCE AND EXPENSE	819.21	819.21	11,389.00	92.81%
65250	Health Savings Program	9.72	9.72	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	3,832.00	100.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	15.48	15.48	750.00	97.94%
65600	PAYROLL TAX	496.64	496.64	9,000.00	94.48%
65800	Grant Payroll Allocation	(583.77)	(583.77)	(6,278.00)	90.70%
68090	CRIME BOND	0.00	0.00	455.00	100.00%
68200	INSURANCE - LIABILITY	6,784.05	6,784.05	8,314.00	18.40%
68300	PROPERTY & CASUALTY	0.00	0.00	4,225.00	100.00%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	10,000.00	100.00%
71130	ATTORNEY-LITIGATION	0.00	0.00	10,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	2,000.00	100.00%
71310	CITY PLANNER-ADMIN. TASKS	6,508.00	6,508.00	38,000.00	82.87%
71410	BLDG INSPECTOR-ADMIN TASKS	500.00	500.00	4,500.00	88.89%
71420	BLDG INSPECTOR-PERMIT PROCESS	0.00	0.00	12,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	809.73	809.73	14,000.00	94.22%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	15,500.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	0.00	13,200.00	100.00%
74200	REIMBURSED GRANT ADMIN EXP	0.00	0.00	(500.00)	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	305.00	305.00	5,500.00	94.45%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	500.00	100.00%
75170	RENT	650.00	650.00	8,200.00	92.07%
75180	UTILITIES	552.72	552.72	8,500.00	93.50%
75190	DUES & MEMBERSHIP	0.00	0.00	500.00	100.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	4,500.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	499.97	499.97	5,500.00	90.91%
75240	BANK CHARGES	0.00	0.00	250.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	8,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	1,167.45	1,167.45	500.00	(133.49)%
76110	TELEPHONE	155.12	155.12	1,550.00	89.99%
76130	CABLE & INTERNET SERVICE	294.45	294.45	3,300.00	91.08%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78170	SECURITY SYSTEM	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	380.61	380.61	1,000.00	61.94%
	Total Expense	<u>26,227.03</u>	<u>26,227.03</u>	<u>322,433.00</u>	<u>91.87%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
301 - Police  
From 7/1/2015 Through 7/31/2015

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	182.93	182.93	3,427.00	94.66%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	117.00	100.00%
65600	PAYROLL TAX	13.99	13.99	262.00	94.66%
75170	RENT	650.00	650.00	8,190.00	92.06%
75180	UTILITIES	132.51	132.51	2,500.00	94.70%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	400.00	100.00%
75300	CONTRACTED SERVICES	5,025.00	5,025.00	88,085.00	94.30%
75350	ANIMAL CONTROL	113.00	113.00	1,500.00	92.47%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	500.00	100.00%
76110	TELEPHONE	107.93	107.93	1,200.00	91.01%
	Total Expense	<u>6,225.36</u>	<u>6,225.36</u>	<u>106,181.00</u>	<u>94.14%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
401 - Fire  
From 7/1/2015 Through 7/31/2015

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
60900	HONORARIUMS	150.00	150.00	1,800.00	91.67%
75180	UTILITIES	0.00	0.00	1,150.00	100.00%
75190	DUES & MEMBERSHIP	0.00	0.00	100.00	100.00%
75280	TRAINING / EDUCATION	0.00	0.00	400.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	23,500.00	100.00%
76110	TELEPHONE	493.47	493.47	720.00	31.46%
76140	RADIO & DISPATCH	415.75	415.75	450.00	7.61%
78140	VEHICLE FUEL & OIL	0.00	0.00	350.00	100.00%
78150	VEHICLE REPAIRS	0.00	0.00	2,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	5.15	5.15	2,500.00	99.79%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	400.00	100.00%
	Total Expense	<u>1,064.37</u>	<u>1,064.37</u>	<u>34,370.00</u>	<u>96.90%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
501 - PW (Public Works)  
From 7/1/2015 Through 7/31/2015

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	4,817.05	4,817.05	64,837.44	92.57%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	534.07	534.07	7,207.64	92.59%
65200	MEDICAL INSURANCE AND EXPENSE	1,564.14	1,564.14	24,074.23	93.50%
65250	Health Savings Program	17.16	17.16	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	2,280.30	100.00%
65600	PAYROLL TAX	386.16	386.16	5,682.06	93.20%
65800	Grant Payroll Allocation	(5,902.85)	(5,902.85)	(24,428.00)	75.84%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	5,500.00	100.00%
71250	CITY ENGINEER - PROJECT FEES	0.00	0.00	5,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	28,000.00	100.00%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	450.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	0.00	10,000.00	100.00%
78120	STREET LIGHTING	392.86	392.86	4,500.00	91.27%
78130	TRAIL MAINTENANCE	0.00	0.00	2,500.00	100.00%
78140	VEHICLE FUEL & OIL	470.20	470.20	4,800.00	90.20%
78150	VEHICLE REPAIRS	0.00	0.00	2,000.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	12,000.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	378.68	378.68	6,500.00	94.17%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	500.00	100.00%
	Total Expense	<u>2,657.47</u>	<u>2,657.47</u>	<u>161,903.67</u>	<u>98.36%</u>

**City of Trinidad**  
**Statement of Revenues and Expenditures - Monthly Reports**  
**601 - Water**  
**From 7/1/2015 Through 7/31/2015**

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	1,500.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	640.00	640.00	2,500.00	(74.40)%
57100	WATER SALES	29,174.03	29,174.03	305,000.00	(90.43)%
57300	NEW WATER HOOK UPS	0.00	0.00	2,000.00	(100.00)%
57500	WATER A/R PENALTIES	1,335.31	1,335.31	1,000.00	33.53%
	<b>Total Revenue</b>	<b>31,149.34</b>	<b>31,149.34</b>	<b>312,000.00</b>	<b>(90.02)%</b>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	5,916.90	5,916.90	101,244.00	94.16%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	677.07	677.07	11,708.00	94.22%
65200	MEDICAL INSURANCE AND EXPENSE	2,474.12	2,474.12	37,110.00	93.33%
65250	Health Savings Program	25.56	25.56	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	3,495.00	100.00%
65600	PAYROLL TAX	488.86	488.86	8,759.00	94.42%
65800	Grant Payroll Allocation	(374.94)	(374.94)	(25,594.00)	98.54%
68200	INSURANCE - LIABILITY	3,652.95	3,652.95	4,477.00	18.41%
68300	PROPERTY & CASUALTY	0.00	0.00	2,275.00	100.00%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	1,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	436.02	436.02	6,500.00	93.29%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	7,000.00	100.00%
72100	BAD DEBTS	0.00	0.00	350.00	100.00%
75180	UTILITIES	1,139.26	1,139.26	13,000.00	91.24%
75190	DUES & MEMBERSHIP	0.00	0.00	1,000.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	147.00	147.00	3,750.00	96.08%
75280	TRAINING / EDUCATION	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	25,000.00	100.00%
76110	TELEPHONE	171.26	171.26	1,100.00	84.43%
76130	CABLE & INTERNET SERVICE	61.95	61.95	750.00	91.74%
76160	LICENSES & FEES	0.00	0.00	2,750.00	100.00%
78120	STREET LIGHTING	0.00	0.00	1,600.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	0.00	1,500.00	100.00%
78150	VEHICLE REPAIRS	0.00	0.00	2,000.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	1,000.00	100.00%
78170	SECURITY SYSTEM	73.50	73.50	500.00	85.30%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	12,500.00	100.00%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
79100	WATER LAB FEES	160.00	160.00	3,500.00	95.43%
79120	WATER PLANT CHEMICALS	347.94	347.94	9,500.00	96.34%
79130	WATER LINE HOOK-UPS	0.00	0.00	2,000.00	100.00%
79150	WATER LINE REPAIR	0.00	0.00	15,000.00	100.00%
79160	WATER PLANT REPAIR	0.00	0.00	17,000.00	100.00%
90000	Capital Reserves	0.00	0.00	15,000.00	100.00%
	<b>Total Expense</b>	<b>15,397.45</b>	<b>15,397.45</b>	<b>292,774.00</b>	<b>94.74%</b>
	<b>Net Income</b>	<b>15,751.89</b>	<b>15,751.89</b>	<b>19,226.00</b>	<b>(18.07)%</b>



**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
204 - IWM  
From 7/1/2015 Through 7/31/2015

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
47650	RECYCLING REVENUE	0.00	0.00	5,200.00	(100.00)%
56150	FRANCHISE FEES	0.00	0.00	7,000.00	(100.00)%
	Total Revenue	0.00	0.00	12,200.00	(100.00)%
	Expense				
61000	EMPLOYEE GROSS WAGE	650.54	650.54	10,313.00	93.69%
65100	DEFERRED RETIREMENT	78.04	78.04	1,314.00	94.06%
65200	MEDICAL INSURANCE AND EXPENSE	321.38	321.38	5,017.00	93.59%
65250	Health Savings Program	3.36	3.36	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	372.00	100.00%
65600	PAYROLL TAX	55.72	55.72	938.00	94.06%
65800	Grant Payroll Allocation	(2.16)	(2.16)	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,200.00	100.00%
	Total Expense	1,106.88	1,106.88	19,654.00	94.37%
	Net Income	(1,106.88)	(1,106.88)	(7,454.00)	(85.15)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
701 - Cemetery  
From 7/1/2015 Through 7/31/2015

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
58100	CEMETERY PLOT SALES	90.00	90.00	9,500.00	(99.05)%
	Total Revenue	90.00	90.00	9,500.00	(99.05)%
	Expense				
61000	EMPLOYEE GROSS WAGE	687.53	687.53	12,956.00	94.69%
65100	DEFERRED RETIREMENT	82.50	82.50	1,663.00	95.04%
65200	MEDICAL INSURANCE AND EXPENSE	401.05	401.05	6,413.00	93.75%
65250	Health Savings Program	4.20	4.20	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	471.00	100.00%
65600	PAYROLL TAX	58.92	58.92	1,187.00	95.04%
65800	Grant Payroll Allocation	(7.67)	(7.67)	0.00	0.00%
75180	UTILITIES	148.65	148.65	700.00	78.76%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,200.00	100.00%
	Total Expense	1,375.18	1,375.18	24,590.00	94.41%
	Net Income	(1,285.18)	(1,285.18)	(15,090.00)	(91.48)%



## **CONSENT AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    0 PAGES**

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2.    Law Enforcement Report August 2015



## **CONSENT AGENDA ITEM 3**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    3 PAGES**

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3.    Declare Public Works Ford 1995 F-150 Surplus and Authorize Staff to dispose of the vehicle at fair market value

## CONSENT AGENDA ITEM

Wednesday, September 09, 2015

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**Item:** Declare Public Works Ford 1995 F-150 Surplus and Authorize Staff to dispose of the vehicle at fair market value.

**Background:** The Public Works Department recently acquired a surplus vehicle from the County Public Works motor pool. The bigger truck was needed to tow a machinery and equipment purchased to service the storm drain system, thereby creating a need to dispose of the older, 1995 Ford F-150. Before the vehicle can be sold, City Council approval will be necessary. Staff is requesting authorization to dispose of the asset at the fair market value identified by Kelly Blue Book at approximately \$1200 or best offer.

**Recommended Action:**

1. Declare the 1995 Ford F-150 as surplus property.
2. Authorize staff to dispose of the vehicles and equipment at fair market value approximately \$1200 or best offer.

**Attachments:** KBB Pricing Report



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We'd welcome your feedback.



Advertisement Thank you for visiting our website. You have been selected to participate in a brief customer satisfaction survey to let us know how we can improve your experience.

## 1995 Ford F150 Regular Cab Pricing Report

To help you understand and measure your driving experience, please look for it at the conclusion of your visit.

This survey is conducted by an independent company ForeSee, on behalf of the site you are visiting.

No, thanks

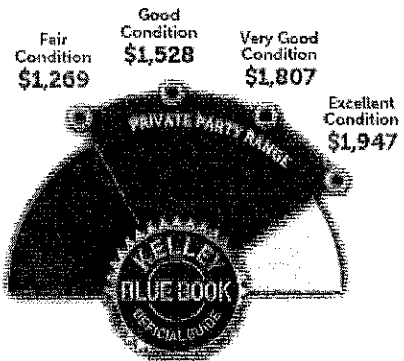
Yes, I'll give feedback



Style: Short Bed  
Mileage: 133,000



Sell To Private Party



### Vehicle Highlights

Fuel Economy:  
City 14/Hwy 18/Comb 16 MPG

Max Seating: 3

Doors: 2

Engine: 6-Cyl, 4.9 Liter

Drivetrain: 2WD

Transmission: Manual, 5-Spd

EPA Class: Standard Pickup Trucks

Body Style: Pickup

Country of Origin: United States

Country of Assembly: United States

Private Party Values valid for your area through 9/3/2015

### Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

#### Engine

✓ 6-Cyl, 4.9 Liter

#### Transmission

✓ Manual, 5-Spd

#### Drivetrain

2WD

#### Accessory Packages

XL

#### Comfort and Convenience

Air Conditioning

#### Steering

Power Steering

#### Entertainment and Instrumentation

AM/FM Stereo

#### Cargo and Towing

✓ Bed Liner

✓ Towing Pkg

#### Wheels and Tires

✓ Alloy Wheels

#### Exterior Color

✓ White

### Glossary of Terms

**Kelley Blue Book® Trade-In Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

#### Tip

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

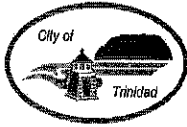
**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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## **CONSENT AGENDA ITEM 4**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 26 PAGES**

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4. Approve Agreement with Streamline Planning Consultants for Implementation of the Clean Beaches Initiative Grant Program.



## **CONSENT AGENDA ITEM**

**Date: September 9, 2015**

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**Item: STREAMLINE PLANNING CONSULTANT AGREEMENT FOR SERVICES FOR OWTS CLEAN BEACHES GRANT PROJECT.**

**Background:** On November 13, 2013, City Council adopted Resolution 2013-08, authorizing the City Manager to enter into Clean Beaches Grant Agreement for \$480,075 with the State Water Resources Control Board (SWRCB) project, funded through of Proposition 84. The project reduces bacterial contamination on the area beaches by repairing or replacing Onsite Wastewater Treatment Systems (OWTS) on priority parcels in the Parker Creek, Luffenholtz Creek and Joland Creek watersheds.

Under the Grant Project Scope, Streamline Planning Consultants (SPC) will be the project manager and provide services for project management and coordination, planning, working with landowners, construction management, performance monitoring, and education & outreach. The Grant Project term is June 1, 2015 to November 30, 2018.

Agreement for Services with SPC for \$147,040 is attached. The cost for the contracted services will be reimbursed through the Prop 84 Clean Beaches Grant agreement No. 14-477-550 with SWRCB.

**Staff Recommendation:**

1) Authorize City Manager to sign the agreement for services with Streamline Planning Consultants.

**Attachments:**

- Agreement for Services for Clean Beaches Grant OWTS Project.

## **Agreement for Services between City of Trinidad and Streamline Planning Consultants**

**For**

### **Assistance with the Trinidad Westhaven Coastal Water Quality Restoration Program / Onsite Wastewater Treatment Systems (OWTS) Emphasis Project**

#### **Introduction**

This agreement, dated September 9, 2015 is between the City of Trinidad (City) and Streamline Planning Consultants (SPC) to provide assistance with the Trinidad Westhaven Coastal Water Quality Restoration Program / Onsite Wastewater Treatment Systems (OWTS) Emphasis Project (Project) being funded by a Proposition 84 Clean Beaches Grant Program from the State Water Resources Control Board (SWRCB) Grant Agreement 14-477-550. This agreement for services is based on a prime agreement between the City of Trinidad and Streamline Planning Consultants dated May 12, 2015. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

The purpose of this Project is to reduce bacterial contamination at area coastal beaches by repairing or replacing OWTS on priority parcels in Parker Creek, Lower Luffenholtz Creek and Joland Creek watersheds.

#### **TERMS AND CONDITIONS**

In addition to the terms and conditions outlined herein, the terms and conditions of this agreement shall be in accord with and encompass those terms and conditions set forth in the CBI Grant Program Grant Agreement 14-477-550, attached hereto as Exhibit A.

#### **SCOPE & DELIVERABLES**

The scope of service is broken up into tasks as described below. These tasks align with those included in the City's Grant Agreement with SWRCB and the City's final Clean Beaches Application package.

The project consists of five main tasks, as described in the Grant Agreement Budget (Exhibit B.D). The Scope of Work (Exhibit A) of the grant breaks down these tasks somewhat differently, but describes them in more detail in: A. PLANS AND GENERAL REQUIREMENTS; B. PROJECT SPECIFIC REQUIREMENTS and TABLE OF ITEMS FOR REVIEW. SPC is responsible for timely completion of all of the deliverables listed in the Table of Items for Review. The following narrative details responsibilities for each task.

##### **1. Direct Project Administration Costs**

**Streamline Planning** will be responsible for: Preparing applicable portions of the quarterly and annual progress reports, managing and tracking grant requirements, subcontracts and agreements, and preparing the NRPI Survey Form, Draft (B.G.3) and Final Report and Final Project Summary.

**City Staff** will be responsible for: Contract and subcontract negotiations and executions, review and management of tasks and schedule, preparation of quarterly invoices and reports (based largely on information supplied by Streamline Planning), processing payments to subcontractors, etc.

##### **2. Planning / Design / Engineering / Environmental**

**Streamline Planning** will be responsible for: Preparing and obtaining approval for the Monitoring Plan and Quality Assurance Project Plan and assisting in the preparation of the Project Assessment and

Evaluation Plan; organizing and managing all steps of the project; compiling data for analyzing parcel information in a GIS; prioritizing parcels for inspections and repairs in conjunction with the TAC; and coordinating and managing the income verification process.

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**City Staff** will be responsible for: Support for the above tasks.

**DEH** will be responsible for: Providing input and technical advice and serving on the TAC.

**RCAA** will be responsible for: Conducting financial assessments.

### 3. Construction / Implementation

**Streamline Planning** will be responsible for: Collecting and reviewing Inspection Reports and Household Surveys; reviewing and managing the bid and contract process for OWTS repairs.

**City Staff** will be responsible for: Copying, distributing and collecting Household Surveys; reviewing, approving and signing bids and contracts and ensuring legal compliance with labor rules.

**OWTS Service Provider** will be responsible for: Conducting OWTS Inspections and pumping.

**OWTS Professional** will be responsible for: Repair and replacement of septic systems as approved by subcontracts with the City.

**North Valley Labor Compliance Services** will be responsible for construction labor compliance.

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### 4. Monitoring / Performance

**Streamline Planning** will be responsible for: Conducting baseline, targeted and effectiveness monitoring, including determining locations, collecting samples, completing field tests, delivering samples to the lab, tracking, managing and analyzing the results.

### 5. Education / Outreach

**Streamline Planning** will be responsible for: Contacting property owners in problem areas, general OWTS education and outreach, managing funding requests and disseminating information about the grant program; preparing and distributing an article about the SWRCB OWTS Policy; providing updates and outreach at City Council meetings and Trinidad Bay Watershed Council meetings.

**City Staff** will be responsible for providing support for the above tasks, including editing, copying, mailing, posting and otherwise disseminating outreach and educational materials, meeting agendas, etc.

## **SCHEDULE**

The project begins June 1, 2015. Work shall be completed per the due dates and critical due dates described in Exhibit A. Grant Agreement B. TABLE OF ITEMS FOR REVIEW. All work for this project shall be completed by December 31, 2018.

## **PROJECT BUDGET**

Streamline Planning will complete this scope of services on an hourly basis. Streamline Planning will work with the City to provide the above defined tasks within the budget available. Streamline Planning will prepare invoices in accordance with Exhibit A. Grant Agreement. Travel reimbursement rates for this grant project are the same as the standard state employee rates (mileage currently \$0.565/mile). SPC invoices will be submitted quarterly and are due and payable by the City within 21 days after the City is reimbursed by the State. Total compensation to SPC for this project is not to exceed \$147,040. The SPC budget is broken down as follows:

The detailed project budget is attached here as Exhibit B.

Agreed

\_\_\_\_\_  
Daniel Berman                      Date  
Trinidad City Manager

\_\_\_\_\_  
Bob Brown                      Date  
Streamline Planning Associates

City of Trinidad Account Tracking Number 206

FOR STATE USE ONLY
DGS REGISTRATION NO. EP 1436150

CLEAN BEACHES GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND

CITY OF TRINIDAD, hereinafter called "Grantee"

TRINIDAD WESTHAVEN COASTAL WATER QUALITY RESTORATION PROGRAM/ONSITE  
WASTEWATER TREATMENT SYSTEMS (OWTS) EMPHASIS, hereinafter called "Project"

AGREEMENT NO. 14-477-550

The State and Grantee hereby agree as follows:

PROVISION(S). The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Public Resources Code § 75060 (Proposition 84 Clean Beaches Program)

PURPOSE. State shall provide a grant to and for the benefit of Grantee for the purpose of repairing or replacing OWTS on priority parcels in Parker Creek, Lower Luffenholtz Creek, and Joland Creek watersheds to reduce the bacterial contamination at area coastal beaches.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$480,075.

TERM OF AGREEMENT. The term of the Agreement shall begin on JUNE 1, 2015, and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. HOWEVER, ALL WORK SHALL BE COMPLETED BY DECEMBER 31, 2018. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER JANUARY 31, 2019.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board	Grantee: City of Trinidad
Name: Angie Noorda, Grant Manager	Name: Daniel Berman, Project Director
Address: 1001 I Street, 16 <sup>th</sup> Floor	Address: P.O. Box 390
City, Zip: Sacramento, CA 95814	City, Zip: Trinidad, CA 95570
Phone: (916) 341-5865	Phone: (707) 677-3876
Fax: (916) 341-5707	Fax: (707) 677-3759
e-mail: Angie.Noorda@waterboards.ca.gov	e-mail: citymanager@trinidad.ca.gov

Direct all inquiries to:

State Water Board	Grantee: City of Trinidad
Section: Division of Financial Assistance	Section:
Attention: Michele Stebbins, Program Analyst	Name: Rebecca Price-Hall, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: P.O. Box 390
City, Zip: Sacramento, CA 95814	City, Zip: Trinidad, CA 95570
Phone: (916) 341-5665	Phone: (707) 499-6454
Fax: (916) 341-5296	Fax: (707) 677-3759
e-mail: Michele.Stebbins@waterboards.ca.gov	e-mail: rpricehall@trinidad.ca.gov

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS & CONDITIONS
- Exhibit D SPECIAL CONDITIONS – CLEAN BEACHES GRANT PROGRAM

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

By:

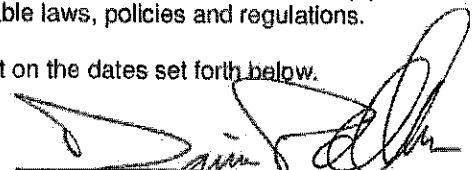
  
Grantee Signature

Daniel Berman  
Grantee Typed/Printed Name

City Manager  
Title

7/27/2015  
Date

By:

  
Darrin Polhemus, Deputy Director  
State Water Resources Control Board,  
Division of Financial Assistance

8/10/2015  
Date

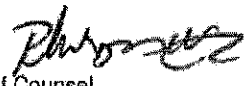
Reviewed by:   
Office of Chief Counsel  
Date: 8/7/15

EXHIBIT A  
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, Global Positioning System (GPS) information for project site and monitoring locations must be identified for this Project. Submittal requirements for GPS data are available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).
2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP) that does all of the following: 1) identifies the nonpoint source(s) of pollution to be prevented or reduced by the Project; 2) describes the baseline water quality or quality of the environment to be addressed; 3) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results; and 4) describes the monitoring program, including, but not limited to, the methodology, frequency, and duration of monitoring.

The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. The PAEP details the methods of measuring Project benefits and reporting them in accordance with a PAEP. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/paep/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/paep/index.shtml).

2.2 Monitoring Plan

All projects that include water quality or environmental monitoring must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; and 3) provide GPS information for all sampling locations. Furthermore, every project must collect pre- and post-AB 411 (Health and Saf. Code, § 115875 et seq.) data from the local county environmental health department for analysis in the final report.

The MP must include a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, and the sampling location for the monitoring activities.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. Guidance for preparing an MP is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

2.3 Quality Assurance and Project Plan

If water quality monitoring is undertaken, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance

for preparing the QAPP is available at:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

The Grantee shall upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

#### 2.4 Data Management

The Grantee, if applicable, shall upload all water quality data obtained through its implementation of the MP to the California Environmental Data Exchange Network (CEDEN). The Grantee shall also provide a receipt of successful data submission, which is generated by CEDEN, to the Grant Manager prior to submitting a final invoice. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or the Regional Data Centers (RDCs) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. If public agency approvals, entitlements or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project.
5. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board color logo (available from the Program Analyst):



and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

6. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within Item 5 of this exhibit.



**B. PROJECT-SPECIFIC REQUIREMENTS**

**1. Project Management**

- 1.1 Provide all technical and administrative services as needed for Agreement completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct pre-, during, and post-construction photo monitoring and submit to the Grant Manager.
- 1.4 Conduct periodic and final site visits with the Grant Manager.

**2. Technical Advisory Committee (TAC)**

- 2.1 Establish a TAC to include members with expertise regarding OWTS, protection of public health, and coastal beach water quality. Submit a final list of TAC members and their roles and responsibilities to the Grant Manager.
- 2.2 Conduct a minimum of two (2) TAC meetings to provide input throughout the Project. Submit the agendas, sign-in sheets, and meeting minutes to the Grant Manager.

**3. Priority Parcel Analysis**

- 3.1. Update the existing file information and the geographic information system (GIS) database to include age of the OWTS, indicator bacteria levels, soil type, and distance to water body, for the parcels in the Parker Creek, Lower Luffenholtz Creek, and Joland Creek watersheds.
- 3.2. Analyze the updated GIS information in Item 3.1 to identify a minimum of seventy-five (75) parcels that show a high risk of contributing bacterial contamination to surface and groundwater from OWTS.
- 3.3 Create map(s), produced digitally using GIS, of the identified parcels in Item 3.2 and prioritize the parcels based on potential reductions to beach indicator bacteria levels. Submit a preliminary prioritized parcel list, GIS map(s), and a summary of prioritization criteria to the TAC and Grant Manager for review and comment.
- 3.4 Create a final prioritized parcel list, GIS map(s), and summary of prioritization criteria utilizing comments received in Item 3.3 and submit to the Grant Manager for approval.

**4. OWTS Inspections and Design Plans**

- 4.1 Contact the property owners for each of the selected parcels in Item 3.4, via mail, to inform them of the possibility of having their OWTS inspected at a reduced cost and provide instructions to schedule an inspection. Submit a list of contacted property owners to the Grant Manager.
- 4.2 Prepare a landowner agreement template for each entity (i.e. city, county, etc.) that may be recording the agreements and submit the template(s) to the Grant Manager for review and approval.
- 4.3 Conduct the OWTS inspections and homeowner surveys to determine the OWTS condition and usage and submit the inspection and homeowner surveys results to the Grant Manager.
- 4.4 Assess inspection results in Item 4.3, and prioritize the inspected parcels based on failure status and risk to coastal beach water quality. Submit the prioritized list and GIS map(s) to the TAC and Grant Manager for review and approval.

- 4.5 Notify the property owners on the prioritized list in Item 4.4 and inquire if they are interested in repairing or replacing their OWTS. Submit a list of the interested property owners to the Grant Manager.
- 4.6 Conduct a household income assessment for the interested property owners in Item 4.5, and determine the appropriate match requirements. Submit the results of the household income assessment and match responsibility per parcel to the Grant Manager.
- 4.7 Reprioritize the parcel list in Item 4.5 based on financial need information in Item 4.6 and select a minimum of twenty-four (24) parcels with priority given to disadvantaged property owners. Submit the reprioritized parcel list to the Grant Manager for review and approval.
- 4.8 Prepare and complete the one hundred percent (100%) design plans and specifications to repair or replace selected OWTS in Item 4.7. Submit the design plans and specifications to the Grant Manager for review and approval.
- 4.9 Obtain signed and recorded landowner agreements for each parcel with an approved design plan in Item 4.8. Submit documentation that agreements were recorded to the Grant Manager.
5. Construction and Implementation
  - 5.1 Complete bid documents and advertise the projects for bid. Submit the awarded bid documents to the Grant Manager.
  - 5.2 Complete construction activities in accordance with the approved design plans and specifications.
  - 5.3 Complete final inspections and submit a document containing the final inspections and as-built drawings to the Grant Manager.
6. Monitoring and Performance
  - 6.1 Conduct the monitoring in accordance with the approved MP.
  - 6.2 Analyze monitoring results, document implementation of monitoring in accordance with the MP, and include a summary report of the monitoring results in the associated progress reports. A summary of all monitoring data and analysis shall be included in the Final Project Report.
7. Education and Outreach
  - 7.1 Prepare a minimum of one (1) flyer or brochure and distribute to the residents in the Parker Creek, Lower Luffenholtz Creek, and Joland Creek watersheds to notify and gain participation in the Project's OWTS repair program. Submit a copy of the flyer(s) or brochure(s) to the Grant Manager.
  - 7.2 Prepare a minimum of one (1) informative article that describes requirements of the adopted *Water Quality Policy for Siting, Design, Operating, and Maintenance of OWTS* (OWTS Policy), and publish the article in a local newspaper and in a local watershed council newsletter. Submit the published article(s) to the Grant Manager.
  - 7.3 Conduct a minimum of four (4) meetings with a local watershed council and a minimum of four (4) public and/or town hall presentations to describe the Project to local residents, provide OWTS education and OWTS Policy information, and present the Project results. Submit meeting agendas, sign in sheets, and presentation materials to the Grant Manager.
  - 7.4 Update and distribute existing outreach materials to educate property owners on the proper care and maintenance of the OWTS and how these actions affect water quality and the environment. Submit the updated outreach materials to the Grant Manager.

TABLE OF ITEMS FOR REVIEW

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
A.	PLANS AND GENERAL COMPLIANCE REQUIREMENTS		
1.	GPS information for Project site and monitoring locations	October 31, 2016 October 31, 2017	
2.	Monitoring and Reporting Plan		
2.1.	Project Assessment and Evaluation Plan (PAEP)	30 Days After Execution	
2.2.	Monitoring Plan (MP)	90 Days After Execution	
2.3.	Quality Assurance Project Plan (QAPP)	90 Days After Execution	
2.4.	Proof of Water Quality Data Submission to CEDEN	Before Final Invoice	
3.	Copy of final CEQA/NEPA Documentation	Complete	
4.	Public Agency Approvals, Entitlements or Permits		As Needed
B.	PROJECT-SPECIFIC REQUIREMENTS		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Pre-, During, and Post-Construction Photos		Ongoing
1.4	Periodic and Final Site Visits		Ongoing
2.	TAC		
2.1	List of TAC Member and Their Roles and Responsibilities		August 2015
2.2	TAC Meeting Agendas, Sign-In Sheets, and Minutes		30 Days after Meetings
3.	Priority Parcel Analysis		
3.3	Preliminary Prioritized Parcel List and Summary of Prioritization Criteria		November 2015
3.4	Final Prioritized Parcel List and Summary of Prioritization Criteria		January 2016
4.	OWTS Inspections and Design Plans		
4.1	List of Contacted Property Owners		May 2016 May 2017
4.2	Landowner Agreement Template(s)		May 2016 May 2017
4.3	Inspection and Homeowner Survey Results		June 2016 June 2017
4.4	Prioritized List and GIS Map(s)		June 2016 June 2017

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
4.5	List of Interested Property Owners		August 2016 August 2017
4.6	Household Income Assessment Results		September 2016 September 2017
4.7	List of Selected Parcels		October 2016 October 2017
4.8	Design Plans		October 2016 October 2017
4.9	Proof of Landowner Agreements Recordation	Prior to Construction	
5.	Construction and Implementation		
5.1	Awarded Bid Documents	October 31, 2016 October 31, 2017	
5.3	Final Inspections and As-Built Drawings		December 2016 December 2017
7.	Education and Outreach		
7.1	Flyer or Brochure		September 2015
7.2	OWTS Policy Outreach Article(s)		October 2015
7.3	Meeting Agendas, Sign-In Sheets, and Presentation Materials		30 Days After Meeting
7.4	Updated Outreach Materials		June 2017
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	INVOICING		Quarterly
G.	REPORTS		
1.	Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December)		Quarterly
2.	Annual Progress Summaries		Annually by 9/30
3.	Natural Resource Projects Inventory (NRPI) Survey Form (If applicable)	Before Final Invoice	
4.	Draft Project Report	September 31, 2018	
5.	Final Project Report	November 30, 2018	
6.	Final Project Summary	Before Final Invoice	
7.	Final Project Inspection and Certification	Before Final Invoice	

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

Angie Noorda, Grant Manager  
State Water Resources Control Board  
Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support matching funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
  - a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due; and
  - d. Original signature and date (in ink) of Grantee or its authorized representative.

- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN JANUARY 31, 2019.

**B. PROHIBITION OF INDIRECT COSTS**

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

**C. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Agreement for the 2014-15 fiscal year ending June 30, 2015 shall not exceed FOUR HUNDRED EIGHTY THOUSAND, SEVENTY-FIVE DOLLARS (\$480,075).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

**D. LINE ITEM BUDGET**

	PROP 84	MATCH	TOTAL
Direct Project Administration Costs	\$ 40,185	\$ 2,500	\$ 42,685
Planning/Design/Engineering/Environmental	\$ 36,500	\$ 2,000	\$ 38,500
Equipment (\$5,000 or more per item)	\$ 0	\$ 0	\$ 0
Construction/Implementation 24 Parcels estimated at \$15,000/Parcel	\$322,685	\$113,000	\$435,685
Monitoring/Performance	\$ 59,000	\$ 1,000	\$ 60,000
Education/Outreach	\$ 21,705	\$ 1,000	\$ 22,705
TOTAL	\$480,075	\$119,500	\$599,575

**E. BUDGET LINE ITEM FLEXIBILITY**

1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount (excluding Match Funds) including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line

Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. **Procedure to Request an Adjustment.** Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. **Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

#### F. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of ONE HUNDRED NINETEEN THOUSAND, FIVE HUNDRED DOLLARS (\$119,500) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by the Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the Grant amount and/or the Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board guidelines.

#### G. REPORTS

1. **PROGRESS REPORT.** The Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager within forty-five (45) days following the end of the calendar quarter (March, June, September, and December).
  - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. The Grantee shall document all contractor activities and expenditures in progress reports.
  - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. **ANNUAL PROGRESS SUMMARIES.** Prepare and provide an annual progress summary annually by September 30. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FAAST system. The summary shall include the following:
  - a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
  - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
  - c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.

3. **NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM.** If available at the completion of this Project, the Grantee shall complete and submit electronically a NRPI Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>, prior to submission of the final invoice.
4. **DRAFT FINAL PROJECT REPORT.** Prepare and submit to the Grant Manager, for review and comment, a Draft Final Project Report in a format provided by the Grant Manager.
5. **FINAL PROJECT REPORT.** Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master, and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FAAST system.
6. **FINAL PROJECT SUMMARY.** Prepare a brief summary of the information contained in the Final Project Report, including before and after photographs, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
7. **FINAL PROJECT INSPECTION AND CERTIFICATION.** Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

#### H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

#### I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

#### J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.  
(Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)



EXHIBIT C  
GENERAL TERMS & CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
4. **AUDIT:** The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, or the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.  
(Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550 et seq.; Pub. Contract Code, § 7103.)
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
7. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the State due to such breach.

11. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
12. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
13. **ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION):**
  - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
  - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
20. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:**
  - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
  - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.
22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
23. **NOTICE:**
  - a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
  - b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has

been provided to the State Water Board, and the State Water Board has given written approval for such change.

- c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
  - d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
  - e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
  - f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
  - g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
25. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 C.F.R., § 31.36; Gov. Code, § 4477) [www.echo.epa.gov](http://www.echo.epa.gov). The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department the California Department of Industrial Relations (DIR) or Grantee;
  - b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract

under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
  - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
26. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director DIR to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWMManualCombined.pdf>.
27. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
28. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,
  - f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
30. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced

in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

31. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
32. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
33. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
34. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
35. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
36. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel

outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

37. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
38. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.) This shall constitute a condition precedent to this Agreement.
39. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
40. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
41. **WAIVER AND RIGHTS OF THE STATE WATER BOARD:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
42. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: [http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/conservation.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml). The Grantee also agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in sections 863-865 of title 23 of the California Code of Regulations. If applicable, the Grantee agrees to include a discussion of progress and compliance in its reports submitted pursuant to Exhibit B of this Agreement.
43. **WATER RIGHTS:** The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103(e)(1), if applicable. The Grantee further certifies that it has filed and will continue to file its required Statements of Diversion with State Water Board in accordance with Water Code sections 5101 and 5103.
44. **WATERSHED MANAGEMENT PLAN CONSISTENCY:** Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan and/or Statewide) adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.
45. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.



EXHIBIT D  
SPECIAL CONDITIONS – CLEAN BEACHES GRANT PROGRAM

1. The Grantee certifies that the Project is intended to restore and protect the water quality and environment of coastal waters, estuaries and nearshore waters, or groundwater. Further, the Grantee hereby warrants and represents that this Project is capable of contributing to sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years and to address the causes of degradation, rather than symptoms.
2. This Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the State Water Board, the applicable Regional Water Board, and the State Coastal Conservancy.
3. Notwithstanding Exhibit A, the Grantee shall submit a monitoring and reporting plan that will do all of the following:
  - a. Identify the nonpoint source or sources of pollution to be prevented or reduced by Project;
  - b. Describe the baseline water quality or quality of the environment to be addressed;
  - c. Describe the manner that Project will prevent or reduce pollution and demonstrate desired environmental results; and,
  - d. Describe the monitoring program, including, but not limited to, the methodology, and the frequency and duration of monitoring.
4. Notwithstanding Exhibit A, upon completion of the Project, the Grantee shall submit a report to the State Water Board that summarizes the completed activities and indicates whether the purposes of the Project have been met. The report shall include information collected by the recipient in accordance with the Project monitoring and reporting plan, including a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program.
5. The Grantee certifies that if a recovery plan for coho salmon, steelhead trout, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.
6. The Grantee certifies that any real property or interests in real property acquired for this Project shall be acquired from a willing seller.
7. As part of this Project, the Grantee shall include a monitoring component. The results of this monitoring component shall be submitted as set forth in Exhibit A, paragraphs A.2.2 & A.2.3 of this Agreement.
8. The Grantee certifies it is providing a match of at least 17% of the capital costs to be spent on this Project, as such costs are defined under Public Resources Code section 32025.
9. The Grantee certifies that it has obtained or will obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.



2012 CLEAN BEACHES INITIATIVE GRANT PROGRAM DETAILED APPLICATION BUDGET DETAILS IMPLEMENTATION PROJECTS												
Applicant: City of Trinidad Project: Westhaven Coastal Water Quality Restoration Program/OWTS Emphasis												
Task Item #	Unit Cost	Units	# of Units	Grant Cost	Match	Streamline Planning		DEH	RCAA	OWTS Provider		TOTALS
						Grant cost	Match			Grant cost	Owner Match	
1. Direct Project Administration Costs												
City Administration (negotiations, contract execution, review & management tasks, payments, reconciliation, etc.)	65	\$/hr	260	\$15,490	\$1,410							\$17,025
	\$0.25	copies	500	\$125								\$660
City Administration (City Attorney)				\$660								\$660
Contract Agreements & management, Reporting	\$25,000.00		1			\$22,910	\$2,090					\$25,000
2. Planning/Design/Engineering/ Environmental												
QAPP and Monitoring/Reporting Plan Approval	\$4,500		1			\$4,500						\$4,500
Project design and management	\$11,000		1			\$9,000	\$2,000					\$11,000
Excel & GIS tabulation of monitoring results for baseline & effectiveness data	\$3,000		1			\$3,000						\$3,000
Statistical & Spatial Analysis of land use and age of system data	\$4,500.00		1			\$4,500						\$4,500
Equipment (ParcelQuest, Assessor Data)	\$600.00		2			\$1,200						\$1,200
Assess and prioritize inspection reports	\$2,500.00		1					\$2,500				\$2,500
Assess and prioritize inspection reports	\$4,500.00		1			\$4,500						\$4,500
Income verification program	\$ 5,800.00		1						\$5,800.00			\$5,800
Financial program contracts & management	\$1,500.00		1			\$1,500						\$1,500
3. Construction/Implementation												
Inspect OWTS in identified problem areas by qualified inspector	\$250	inspections	100							\$22,500	\$2,500	\$25,000
Limited pumping of systems as needed for inspections	\$600	pumping	20							\$9,500	\$2,500	\$12,000
Inspection form/Household surveys program management	50	\$/hr	120	\$6,000								\$6,225
	\$0.75	copies / stamps	300	\$225								
Inspection form/Household surveys program management	\$7,500		1			\$7,500						\$7,500
Competitive bid review, contracts for construction and landowner agreements	\$65	\$/hr	120	\$7,800		\$16,500						\$24,300
Bid review and construction contracts (City Attorney)	\$165.00	\$/hr	4	\$660								\$660

Exhibit B. CBI-OWTS Project Detailed Budget

	Task Item #	Unit Cost	Units	# of Units	Streamline Planning			DEH	RCAA	OWTS Provider		TOTALS
					Grant Cost	Match	Grant cost			Grant cost	Owner Match	
Repair/Replace systems	B.5.2	\$15,000	construct ion	24						\$252,000	\$108,000	\$360,000
<b>4. Monitoring/Performance</b>												
Bacterial Indicator baseline monitoring at sampling points and transects in targeted locations	B.6	\$28,000		1			\$27,000					\$28,000
Equipment (Hanna pH/EC/TDS/Temp Probe; calibration bottles and solution)	B.6	\$500		1			\$500					\$500
Bacterial Indicator effectiveness monitoring at sampling points and transects in targeted locations	B.6	\$25,000		1			\$25,000					\$25,000
Excel & GIS tabulation of monitoring results and spatial analysis of results to document effectiveness	B.6	\$2,900		1			\$2,900					\$2,900
Statistical & Spatial Analysis of water quality data and age of system data to show effectiveness	B.6	\$3,600		1			\$3,600					\$3,600
<b>5. Education/Outreach</b>												
Contact property owners in problem areas/OWTS owner incentive program outreach/manage program requests/disseminating information	B.7.1 & 4	50	\$/hr	104	\$5,200							\$5,275
		\$0.25	copies	300	\$75							
Contact property owners in problem areas/OWTS owner incentive program outreach/manage program requests/disseminating information	B.7.1	\$5,600		1			\$5,600					\$5,600
		\$50	\$/hr	10	\$500							
SWRCB OWTS Policy information article	B.7.2	\$2,500		1			\$2,500					\$2,500
		\$50	\$/hr	20	\$1,000							
City Council updates & outreach at meetings (4)	B.7.3	\$1,500		1			\$1,500					\$1,500
		\$50	\$/hr	60	\$3,000							
Watershed Council meetings (12)	B.7.3	\$3,330		1			\$3,330					\$3,330
<b>Grand Total:</b>					\$40,735	\$1,410	\$47,040	\$5,090	\$5,800	\$224,000	\$113,000	\$599,575



## **CONSENT AGENDA ITEM 5**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    3 PAGES**

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5.    Water Efficient Landscape Ordinance Introduction

## **CONSENT AGENDA ITEM**

**Date: September 9, 2015**

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### **Staff Report on Water Efficient Landscape Ordinance**

The State of California has recently strengthened the requirements for water efficient landscapes to address impacts of the current drought, and to increase resilience to future droughts. These regulations go into effect for all cities and counties on December 1, 2015, with the requirement that the City adopt a Water Efficient Landscape Ordinance (Ordinance) by that date. DWR's model ordinance takes effect in cities and counties that fail to adopt their own.

In March 2014, the City Council established the Water Committee to work with staff on water conservation and water rationing measures, as needed. Since that time the City has promoted water conservation, and has complied with the State of California's 2014 and 2015 Emergency Water Restrictions through prohibition of certain water uses, implementing the Water Rationing Ordinance, and restricting outdoor watering of turf and ornamental landscapes to Wednesdays and Saturdays. The updated Model Water Efficient Landscape Ordinance further reduces by 20 – 35% the quantity of water allowed for irrigation of all new and rehabilitated landscapes.

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed the Department of Water Resources (DWR) to update the State's 2009 Model Water Efficient Landscape Ordinance through expedited regulation. The revised ordinance, approved by the State Water Commission in July 2015, encourages onsite stormwater capture, and re-use of "graywater" - water from sinks, tubs and washing machines. The Ordinance increases the efficiency standards for irrigation systems, and includes requirements for mandatory reporting on the implementation and enforcement of the ordinance by local agencies.

#### **Which Projects are Subject to the Ordinance?**

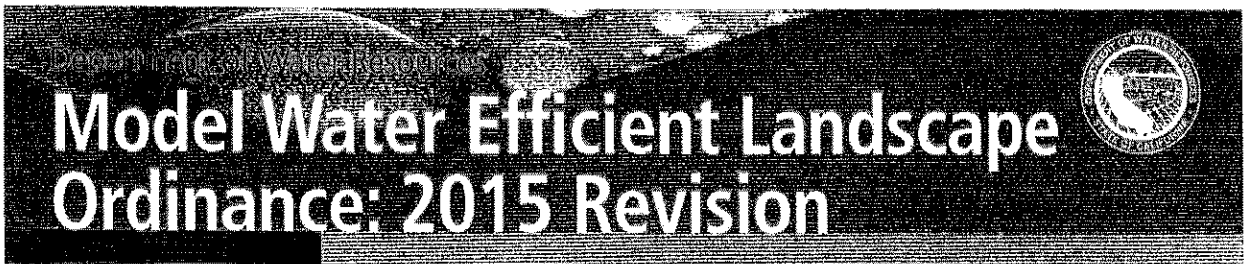
- New development projects that include landscape areas of 500 sq. ft. or more and applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. The previous landscape size threshold for new projects ranged from 2,500 sq. ft. to 5,000 sq. ft.
- Rehabilitated landscapes of 2,500 sq. ft. or more

State law requires all land-use agencies to adopt a water-efficient landscape ordinance that is at least as efficient as the model ordinance prepared by DWR. The City could choose to develop an ordinance or . Cities and other land-use agencies also will be required to report on ordinance adoption and enforcement each year starting in December 2015.

Staff arranged with the DWR to schedule a workshop on October 28 to train Humboldt County city and county staff about the ordinance, to be held in Arcata. Staff proposes to present the Water Efficient Landscape Ordinance to the City Council for the first reading on October 14, and for the second reading and adoption on November 11.

Recommendations: Direct staff to work with the Water Committee to prepare the draft ordinance for adoption by December 1, 2015.

Attachments: *DWR Model Water Efficient Landscape Ordinance: 2015 Revision Fact Sheet.*



# Model Water Efficient Landscape Ordinance: 2015 Revision

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State's Model Water Efficient Landscape Ordinance (Ordinance) through expedited regulation. The California Water Commission approved the revised Ordinance on July 15, 2015.

## Which Projects are Subject to the Ordinance?

New development projects that include landscape areas of 500 sq. ft. or more are subject to the Ordinance. This applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. The previous landscape size threshold for new development projects ranged from 2500 sq. ft. to 5000 sq. ft.

The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2500 sq. ft. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the Ordinance.

## When Does the Ordinance Go into Effect?

Local agencies (cities and counties) have until December 1, 2015 to adopt the Ordinance or adopt their own ordinance, which must be at least as effective in conserving water as the State's Ordinance. Local agencies working together to develop a regional ordinance have until February 1, 2016 to adopt, but they are still subject to the December 2015 reporting requirements (see *Reporting Requirements* below). If a local agency does not take action on a water efficient landscape ordinance by the specified dates, the State's Ordinance becomes effective by default.

## What are the Significant Revisions?

### More Efficient Irrigation Systems

- Dedicated landscape water meters or submeters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.
- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

### Incentives for Graywater Usage

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option.

### **Improvements in Onsite Stormwater Capture**

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

### **Limiting the Portion of Landscapes that can be Planted with High Water Use Plants**

The maximum amount of water that can be applied to a landscape is reduced from 70% of the reference evapotranspiration (ET<sub>o</sub>) to 55% for residential landscape projects, and to 45% of ET<sub>o</sub> for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For residential projects, the coverage of high water use plants is reduced from 33% to 25% of the landscaped area. In non-residential landscapes, planting with high water use plants is not feasible. However, unchanged in the Ordinance is the extra water allowance made for non-residential areas when used for specific functional areas, such as recreation and edible gardens. Extra water allowance is also made for landscapes irrigated with recycled water, as was the case in the previous ordinance.

The irrigation efficiency of devices used to irrigate landscapes is one of the factors that goes into determining the maximum amount of water allowed. Rather than having one default irrigation efficiency for the entire site, the revised Ordinance allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance was 0.71; the revised Ordinance defines the irrigation efficiency of drip as 0.81 and that of overhead spray as 0.75.

Median strips cannot be landscaped with high water use plants, precluding the use of cool season turf. Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

### **Reporting Requirements**

All local agencies will report on the implementation and enforcement of their ordinances to DWR by December 31, 2015. Local agencies developing a regional ordinance will report on their adopted regional ordinance by March 1, 2016. Reporting for all agencies will be due by January 31<sup>st</sup> of each year thereafter.

### **Prescriptive Checklist Option for Landscapes under 2500 sq. ft.**

Projects with landscape areas under 2500 sq. feet may comply with the performance requirements of the Ordinance or conform to the prescriptive measures contained in Appendix D. Many will find that the Appendix D checklist simplifies compliance.

### **How Much Water Will Be Saved?**

DWR estimates that a typical California landscape will use 12,000 gallons less a year, or 20 percent less than allowed by the 2009 ordinance. Commercial landscapes will cut water use by 35%. Over the next three years, it is predicted that 472,000 new homes associated with 20,000 acres of landscape will be built in California. With proper implementation and enforcement by local agencies, the Ordinance will lead to substantial water savings.

### **How Can I Get Additional Assistance?**

In Fall 2015, DWR will release a guidance document to accompany the Ordinance. Training workshops for local agency staff and landscape professionals will be held throughout the State.

### **Contact Information:**

Julie Saare-Edmonds, DWR Senior Environmental Scientist at [Julie.Saare-Edmonds@water.ca.gov](mailto:Julie.Saare-Edmonds@water.ca.gov) or (916) 651-9676



## **CONSENT AGENDA ITEM 6**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES**

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6. Authorize Support Letter for SB 593, "The Thriving Communities and Sharing Economies Act"

## **CONSENT AGENDA ITEM**

**Date: September 9, 2015**

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**Item: LETTER OF SUPPORT FOR SB 593, 'THE THRIVING COMMUNITIES AND SHARING ECONOMIES ACT'**

**Background:** State Senator Mike McGuire has authored a bill related to Vacation Rentals that would increase the ability of local agencies to require vacation rental hosting platforms like AirBnB and VRBO to comply with local ordinances. Additional information is attached. This bill does not directly affect existing or future local agency ordinances, including the City of Trinidad's VDU Ordinance. However it would facilitate our interactions with these hosting platforms by explicitly requiring them to abide by our local rules, and to share select information with us to ensure that TOT tax is being paid.

**Staff Recommendation:**

1) Authorize the Mayor to submit a letter indicating the City of Trinidad's support of SB 593.

**Attachments:**

SB 593 Fact Sheet.



# Thriving Communities and Sharing Economy Act

SB 593

Senator McGuire

## SUMMARY

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

## Background

Renting rooms is commonplace; however the impact of online vacation rental businesses (OVRBs) has forever changed the dynamic of the hospitality community.

OVRBs force neighborhoods, cities and counties to bear the costs and burden of their operation. Increased and undisclosed tourist traffic alters neighborhood character. This creates additional demands on public safety while at the same time, cities and counties lose out on revenue that could be invested in local services such as parks, roads and public safety. Moreover, the availability of affordable housing stock is being diminished for working families and seniors.

## Problem

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by OVRBs, causing unwanted burden to city services, roads and neighborhood character while reducing TOT collection from sanctioned hotels. Rentals facilitated by OVRB's in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration

and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of \$200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.

Clearly, cities and counties are unable to obtain this information due to the fact that OVRB's pass their responsibility to individual home-owners. This lack of oversight and enforcement presents a huge gap in accountability, and as a result, local laws and regulations are not being followed.

## Solution

SB 593 will respect existing ordinances by empowering the local jurisdictions. It will provide critical tools to help cities and counties uphold their ordinances. The proposal has two components:

- **Assist local policies regarding OVRBs.** This bill will reinforce local ordinances by requiring OVRB's to disclose information (address of host rental, amount of nights stayed, and amount paid by the visitor) to the cities and counties-similar to the way hotels currently report their TOT. This information will allow cities and counties to ensure their laws are being followed. Local jurisdictions may also choose to have OVRBs collect the taxes and remit them.
- **Enforce local bans against short term residential rentals.** SB 593 will prohibit OVRBs from facilitating a residential rental if the transaction would violate a local ordinance. This will reinforce local control.

Additionally, cities and counties will have the ability to opt out of their information disclosure process at their discretion. They may opt back in to receive the reports by providing OVRB's with 90 days' notice.

## Contact

Chris Nielsen, Office of Senator McGuire  
(916) 651-4002  
[Christopher.nielsen@sen.ca.gov](mailto:Christopher.nielsen@sen.ca.gov)

## Support

United States Senator Dianne Feinstein  
American Federation of State, County, and Municipal Employees  
American Hotel Lodging Association  
American Insurance Associations  
AIDS Housing Alliance  
Anti-Eviction Mapping Project  
Asian American Hotel Owner Association  
Association for Los Angeles Deputy Sheriffs  
Association of California Insurance Companies  
Andaz West Hollywood  
Beazley House Bed & Breakfast Inn  
Borrego Springs Chamber of Commerce & Visitors' Bureau  
California Alliance for Retired Americans  
California Apartment Association  
California Association of Boutique and Breakfast Inns  
California Association of Code Enforcement Officers  
California Association of County Treasurers and Tax Collectors  
California College and University Police Chiefs Association  
California Hotel & Lodging Association  
California Labor Federation  
California Narcotic Officers Association  
California Police Chiefs Association  
California Professional Firefighters  
California State Association of Counties  
California Teamsters Public Affairs Council  
Chelsea Garden Inn  
City of Berkeley  
City of Big Bear Lake  
City of Thousand Oaks  
City of West Hollywood  
Coalition for Better Housing  
Council of Community Housing Organizations  
County of Mendocino  
County of Mono  
County of Sonoma  
County of Tuolumne County  
Courtyard Marriott Long Beach Downtown  
Donner Lake Inn Bed & Breakfast  
Ferndale Chamber of Commerce  
Groveland Hotel  
Harmony Inns of Monterey  
Headlands Inn B&B  
Hilton Los Angeles Universal City Hotel  
Housing Rights Committee  
Hotel Council of San Francisco  
Hotel Council of Los Angeles  
Humboldt County Convention & Visitors Bureau  
Humboldt Lodging Association  
Keep Neighborhoods First  
International Faith Based Coalition  
LAANE  
League of California Cities  
Long Beach Firefighters

Los Angeles Police Protective League  
Marin County Council of Mayors and Councilmembers  
Monterey County Hospitality Association  
National Association of Mutual Insurance Companies  
Neighbors for Overnight Oversight  
North Lake Tahoe Chamber/CVB/Resort Association  
Pacific Association of Domestic Insurance Companies  
Pacific Palms Hotel and Conference Center  
Professional Association of Innkeepers International  
Redwood Suites  
Riverside Sheriffs Association  
Rural County Representatives of California  
Sacramento Hotel Association  
San Diego County Hotel-Motel Association  
San Franciscans for Reasonable Growth  
San Francisco Apartment Association  
San Francisco Information Clearinghouse  
San Francisco Tenants Union  
San Mateo Central Labor Council  
Santa Cruz County Conference & Visitors Council  
Senior & Disabled Action  
Service Employees International Union  
ShareBetter San Francisco  
The Sebastopol Inn  
Town of Mammoth Lakes  
Treasurer-Tax Collector, County of Contra Costa  
Treasurer-Tax Collector, County of El Dorado  
Treasurer-Tax Collector, County of Mendocino  
Treasurer-Tax Collector, County of San Luis Obispo  
Treasurer-Tax Collector, County of Siskiyou  
Treasurer-Tax Collector, County of Sierra  
Treasurer-Tax Collector, County of Sonoma  
Treasurer-Tax Collector, County of Tulare  
Treasurer-Tax Collector, County of Tuolumne  
United Firefighters of Los Angeles City  
UNITE-HERE  
UNITE-HERE, Local 2  
West of Twin Peaks Council  
Herb Wesson, Jr. President, Los Angeles City Council  
Mike Bonin, Los Angeles City Councilmember  
Paul Koretz, Los Angeles City Councilmember  
Bob Blumenfield, Los Angeles City Councilmember  
Joe Buscaino, Los Angeles City Councilmember  
Mitch O'Farrell, Los Angeles City Councilmember  
Gilbert Cedillo, Los Angeles City Councilmember  
7 individuals



## **DISCUSSION AGENDA ITEM 1**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES**

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1. Award Presentation in Recognition of Quality Community Design.

**Item: Recognition of Quality Community Design.**

**Background:** Trinidad has an active citizenry in countless ways. Residents care about their community and work to maintain attractive landscaping, housing, retail and community spaces. We presented these original designations in 2011.

It is easy to look at what is missing, what doesn't work and where the messes are. It is, therefore, important to recognize Good Work of a community. By doing so, we recognize the talents and efforts of our citizenry. This process would recognize work of citizens to enhance the visual appearance of the village and improve first impressions of visitors.

Trinidad's "Shared Community Vision Statement" emphasizes "Trinidad as a rural, coastal community nestled in the forest along the Pacific...is clean and well-maintained...there are small shops in a quaint rural business district. "

A citizen's committee of five members, selected recipients including households and businesses best achieving high standards of design reflecting the values of the Village of Trinidad. This years' panel included: Pattie Fleschner, Jason Richey, John Frame, Allie Lindgren and Susan Tissot.

**Commercial Signage:** new "Saunders Plaza" installation  
Saunders Family and designer Richard Betournay of Expo Art

**Native Plant Garden:** Trinidad Museum's Native Plant Garden  
Jill Mefford, Garden Chair

**Coastal Garden:** 475 Wagner Street  
Holly and John Frame

**Vacation Dwelling:** 670 Edwards "Harbor Moon"  
James & Linda Gonzalez

**Secondary Unit:** 308 Ocean  
Former Owner, Kathy Bhardwaj property  
Current owners, Joan and Jim Baker

**Fishing Village Exterior Remodel:**  
543 Ocean, Patricia Jefferis

**Retail Store & Landscaping:**  
WindanSea, Main Street Lore Snell, Casey Van Alten and Barbara Snell property

Process for selection:

There will be no official nomination process, although residents

are encouraged to suggest candidates/addresses for consideration. Names and addresses of potential awardees may be submitted to the Design Award Committee for consideration.

Committee members will individually tour/walk the City of Trinidad in order to consider all potential award candidates. Members will gather information and bring to the committee for consideration.

Awards will be made at a City Council Meeting within two months of appointment of the Award Committee. Awardees will be invited to attend. Digital images of award winners will be included during the presentation.

**Qualities of Design and Trinidad Village Enhancement for the Committee to consider:**

**Community Enhancement:**

- Enhances the sense of community pride
- Strengthens self-image and identity of Trinidad
- Increases potential for community/family/individual participation

**Human Scale and Richness:**

- Appeals to the intellect, emotions, senses and spirit
- Pleasing to the eye and mind

**Environmental Sensitivity:**

- Connects to its surroundings
- Improves the quality of the environment of which it is a part

**Urban Greenscape:**

- Protects and adds to native habitats, natural landforms, nature space, and connecting pathways

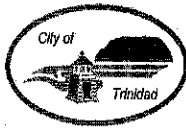
**Sustainability:**

- Addresses energy use as well as economic, social, cultural and ecological concerns
- Contributes to wise and responsible use of natural resources

**Regional Character:**

- Helps people understand the significance of this area including its natural and cultural history
- Retains and enhances nature views, natural aesthetics, sacred areas, and historic sites that define the Trinidad region

Resources: Trinidad's Draft General Plan, Vision Statement and City of Spokane's "15 Qualities of Good Design"



## **DISCUSSION AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES**

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2. Discussion/Decision regarding Vacation Dwelling Unit Committee Recommendations and Provide Direction to Staff Regarding a Potential Cap on the Number of VDUs in Trinidad.

AGENDA ITEM

Date: September 9<sup>th</sup> 2015

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**Item:** CONSIDERATION OF VACATION DWELLING UNIT COMMITTEE  
RECOMMENDATIONS AND DIRECTION TO STAFF REGARDING A POTENTIAL CAP  
ON THE NUMBER OF VDUs IN TRINIDAD

**Summary:** The City Council at their June 30<sup>th</sup> 2015 meeting directed an ad-hoc VDU Committee composed of Councilmembers Jack West and David Winnett to develop a recommendation for the Council regarding a potential amendment to the existing VDU Ordinance to include a cap on the number of Vacation Dwelling Units (VDUs) in the City.

That Committee has held multiple public meetings and worked with staff and the public on this issue. They are now returning to the Council with their recommendations, which are attached to this report. This is occurring in the context of the interim urgency ordinance the City has put in place to limit any increase in the number of VDUs while this issue is being considered.

**Process:** At this meeting of September 9<sup>th</sup>, the Council will consider the VDU Committee Recommendation, receive public input, and provide direction to City Staff. If the Council direction is to continue moving this forward, the next step is for the Planning Commission to consider this item in their public meetings and work towards a recommendation back to the Council. The Council would then approve a final version of the amendment. Once the Council formally adopts, it goes to the Coastal Commission and would take effect when they approve it.

**Key Issues:**

Staff and the Planning Commission will benefit from Council direction on the key issues that need to be addressed in a cap. However that direction does not need to be exact in all details – it could include ranges, or multiple alternatives, or defer to the Planning Commission process to resolve specific issues.

The key issues are presented in table format below, with the VDU Committee's recommendations, and other possible alternatives

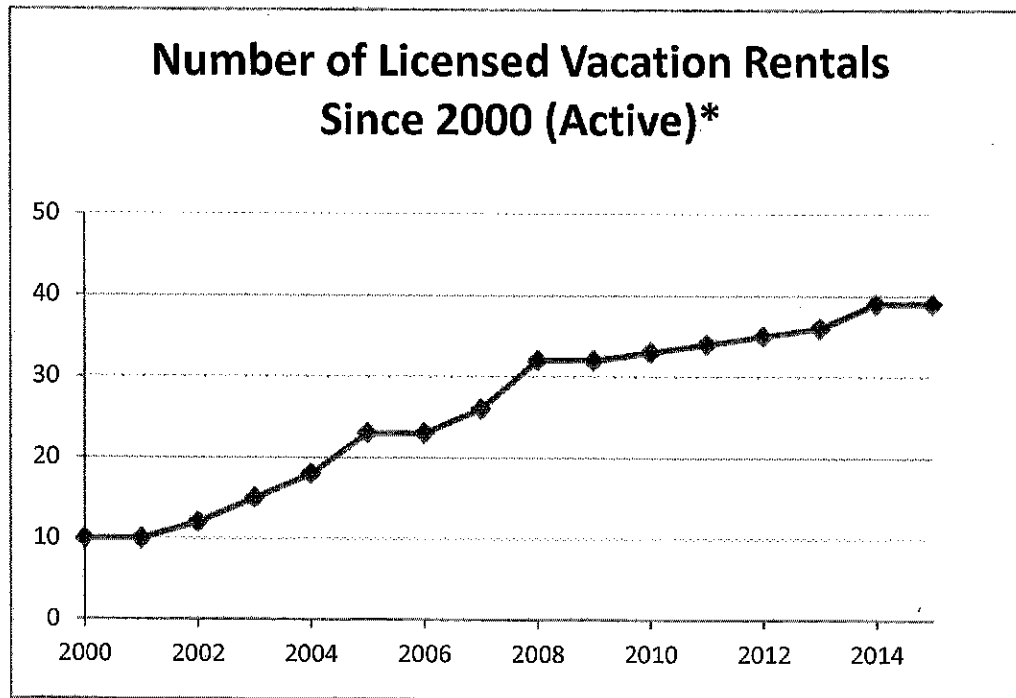


ISSUE	VDU COMMITTEE RECOMMENDATION	POSSIBLE ALTERNATIVES
Should there be any limit or cap on VDUs?	Yes	Yes or No
Cap Details – How many, and what mechanism.	Fixed number in the range of 20 to 30	% of housing stock Absolute number By zoning type By area of the City (neighborhood) By distance from nearest other VDU Absolute ban
Require ‘activity’ on License?	Yes – 30 to 60 days activity (nights occupied) per year.	Y or N; (City to define ‘activity’ (x dollars, or x nights of use, or....))
License Term	Annual – but renewal guaranteed assuming on-going compliance with the VDU Ordinance	
Transferability of Permits	Not Transferable	a) fully transferable, can be moved to another house with updated application, can be bought and sold... b) runs w property, transferable to new owner with change in ownership (via sales or inheritance) c) not transferable – expire upon change in ownership– limited one year license specific to owner and property.
If a cap goes into place that is lower than current VDU #, how do we get there?	Attrition – We move towards a lower number as licenses are not renewed, or end with changes in property ownership	a) Gradual via attrition b) Abrupt shift – only issue new cap-based number of licenses at next annual renewal date. This would require developing a process to select who gets a permit. (Based on lottery, or seniority, or...?)
How do we manage a waiting list for permits.	No recommendation	Lottery of all interested parties at time of availability. Keep a ranked ‘first come first served’ list, new parties go on the bottom.

### Background and Analysis:

The number of homes being used as vacation rentals in Trinidad has increased substantially over the last fifteen years. The City issued 10 licenses for vacation rentals in 2000, and received 39 applications in 2015. With a City housing stock of approximately 220 units, this is an increase in from about 5% of all City dwelling units in 2000, to about 18% today. Figure 1 below presents these numbers graphically, and shows an average trend over this time period of about 10 new conversions to active vacation rentals every five years, or two a year.

This economic trend has resulted in new businesses and jobs in and around Trinidad, both in directly managing Vacation Rentals, and in providing other services for the visitors to Trinidad that use this form of lodging. It has also led to steadily increasing revenues for the city via the Transient Occupancy Tax.



**Figure 1. Active Licensed Vacation Rentals in Trinidad from 2000 to 2015.**

\*The 2015 number (39) is total licenses, as we cannot pre-determine which will be active in the coming year. For all prior years, 'active' means the City received TOT tax receipts that year.

However this trend has also been accompanied by citizen concerns about the effects of vacation rentals on the community character, civic life, public health, and general welfare of Trinidad. In response to these concerns, a City Ordinance (Ordinance 2014-01) regulating some aspects of vacation rentals was developed over many years, and finally went into effect in 2015. This Ordinance attempts to address concerns over parking, septic systems, noise, water use, and guest behavior via increased licensing requirements and limitations on the number of guests that can be housed in a given unit. The existing VDU Ordinance does nothing to limit the overall number of vacation rentals in Trinidad.

The primary concerns not addressed by the existing Ordinance relate to the impacts to the character and welfare of the community of having such a large proportion of the City's housing stock not available for actual Trinidad residents, and the concern that this trend will continue without regulation limiting it.

Long time citizens find themselves with fewer and fewer neighbors as the homes on their street become vacation rentals. More vacation rentals mean fewer families with children in Trinidad Elementary School, and parents to serve on the School Board. Less residents means less citizens to serve in community organizations like the Lions Club, Civic Club, Museum Society, Trinidad Coastal Land Trust, and Friends of the Library, or to staff our Volunteer Fire Department and respond to emergencies, or participate in local government as Council members, Planning Commissioners, and volunteers for the City. Engaged citizens are the basic fabric that makes up

a community, and with so few homes in Trinidad to start with, Staff is sympathetic to the argument that making such a high proportion of homes unavailable for residents will increasingly fray that fabric and damage the community

It is possible that simple market forces of supply and demand alone will cause the steadily increasing trend shown in Figure 1 to level out. However Trinidad is so small and so desirable as a tourist destination that the balance point where raw supply and demand limit additional vacation rentals may not occur until the proportion of the City's homes that are vacation rentals increases dramatically from the present.

The city organized a community goals and priorities meeting this spring, followed by a voting process to prioritize among the ideas generated. From the sixty ballots received, the third and fifth highest ranked ideas were to "*Increase live in : vacation ratio*" (ranked third) and "*Return city to a community of residents—moratorium on vacation rentals and phase out—decide on limit*". (ranked fifth).

**Staff Recommendation:**

Receive the recommendations of the VDU Committee, receive public input, and provide direction to staff to move this to the Planning Commission, including the Council's guidance on the key issues involved in a cap.

## VDU Committee Report

**Item:** Potential Amendment to the VDU Ordinance to add a limit on Vacation Dwelling Units

### VDU Committee efforts

The VDU Committee consists of Councilmembers Jack West and David Winnett, with staff assistance from Planner Trever Parker. The committee's charge was to develop a recommendation for the Council regarding a potential cap on the number of VDUs in the City. The Committee held public meetings as part of this process and heard a range of perspectives.

The number of VDU's in the City of Trinidad has not been regulated with a Cap. The Committee supports the idea of establishing a cap on the overall number of Vacation Rentals in the City as part of regulating vacation rentals in a manner that allows an important overnight visitor function at the same time as protecting coastal resources, which includes access, recreational opportunities and community character per the Coastal Act.

**Suggestions for a Cap:** There were at least seven suggestions for a cap on VDU's, including an outright prohibition in the City, and no cap at all. The rest fit into four basic categories

1. Based on zoning. Since there are residential and commercial zoning in the City, it was proposed that rentals be permitted only in the commercial zones. Our committee decided this would leave only small areas of Trinidad open for rentals and most existing VDUs would have to cease. This was not recommended.
2. Based on a percentage of homes, or parcels with homes. The next three suggestions were based on a percentage of the number of parcels with homes, not businesses or trailers, in the city. The three suggestions were a 15%, 20% and 25% cap. All three of these suggestions were not recommended due to the extra work created for the City in order to keep track of the percentages.
3. A fixed number. The final suggestions were for a number cap. There were three caps offered: 20, 30 and the number of current VDU's at this time. The Committee recommends a cap of between 20 and 30 VDUs in the City of Trinidad. This is the recommendation we would like to see sent to the Planning Commission.
4. Based on Neighborhoods. Since some neighborhoods have more VDU's at this time than others, a neighborhood cap was considered. To do this, the City would be required to define neighborhoods in the City, and then apply a hard number cap or percent of homes within each neighborhood that could be permitted.  
This was not recommended by the committee at this time. There will probably be few changes in any neighborhood if the cap is passed. The Council could return to this option as necessary.

*The committee recommends a cap of between 20 and 30 VDU's. This is the recommendation we would like to see sent to the Planning Commission.*

**Transfers:** When a home that has a VDU license is sold, there must be a consideration as to what to do with the VDU permit. One consideration was to allow the VDU permit to be sold with the house. This was not recommended because the committee felt it would be very difficult for homeowners who are

waiting to open their home as a VDU to obtain a permit. The new home owner would have an advantage over those who have lived in the community for a longer period. The second consideration was to allow a VDU to be passed down to another family member. Both of these were not recommended as it would be more difficult for the City to enforce, more difficult for any new party to have a VDU, and would make it difficult to ever reduce the number of VDUs, since limiting transferability is the least aggressive way to reduce the number of licenses. .

*The recommended method is to not allow transfers of any kind.*

**Transitioning towards the cap:** If the final cap is set lower than the current number of VDUs, the Committee recommends a gradual 'attrition' approach towards reducing the number of licenses. Existing, active VDUs would be able to renew their annual license (assuming they are in compliance with the Ordinance). The number of licenses would go down when a) property owners chose not to renew a license; b) a licensed property is sold or otherwise changes ownership.

**Waiting List:** The Committee recognizes that the City will need to maintain a waiting list for folks interested in acquiring a VDU permit. The list will be utilized when the number of VDU licenses falls below the final cap. The Committee did not reach a recommendation on the details of how to set up the waiting list, and leaves that to staff and the Planning Commission to consider.

**Unused VDU License:** The committee feels that if a VDU license is not used for a period of one year, the license should be rescinded. The committee recommends that a VDU must be operated for a period of between 30 and 60 days per year to be considered 'active'. The Committee recommends that staff gather more information about the best way to track and define 'active' for these purposes, and review the occupancy history of existing VDUs to help inform this decision.